complaint

Mr F is dissatisfied with Cabot Financial (Europe) Limited's ("Cabot Financial") responses to his requests for information about the debts it pursued him for. He considers that he has been unable to establish if he is responsible for the debts because Cabot Financial has not provided him with the information it should have done.

background

I set out the background to this complaint in my provisional decision. I also explained why I proposed to not uphold the complaint. In summary, I concluded that:

- On balance Mr F is only being pursued by Cabot Financial for debts that he owes and he ought reasonably to have been aware of this. I said this because it appeared he had signed the application form for the account ending *8429 and he has consistently made payments towards both this account and the account ending *6584.

- Cabot Financial had initially misunderstood Mr F's request but then it had apologised and dealt with the request appropriately. I considered this was sufficient redress in the circumstances.

- I realised Mr F would like Cabot Financial to provide a copy of the original agreement for the account ending *6584 but it appears, according to Cabot Financial's records, that this account was opened in 1997 by Mr F with a third party. Therefore I considered it was unlikely that Cabot Financial would be able to provide a copy of this document. Given I concluded that it is likely on balance that Mr F does owe this debt, I considered that it would be redundant to continue to press Cabot Financial to supply this document.

Cabot Financial accepted my provisional decision. Mr F did not. He said, in summary, that, it was not at all clear that he was liable for the debts. He said just because he had signed an application for the account ending *8429 it does not mean the application was approved.

Mr F commented that Cabot Financial had given him conflicting information it had not merely misunderstood his initial request. Further, he said if it could not produce the original agreement how did it know he owed the debt.

my findings

I have re-considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in the light of the evidence that is available and the wider surrounding circumstances.

I take Mr F's point signing an application form does not in itself demonstrate that he is liable for the debt on that account but it is persuasive information. When I also consider that Mr F seems to have made payments to this account and the account ending *6584 I question why he would do so if he did not consider he was liable for the debt.

Cabot Financial did not initially handle Mr F's request correctly. But from the information

I have seen it appears it did then apologise and take actions to comply with what he asked it to do. I do not consider that it acted unreasonably. On this basis I consider an apology is appropriate redress and I do not consider that a payment for distress and inconvenience should also be made.

I can well understand why Mr F is insistent that he wants Cabot Financial to supply the original agreement for the account ending *6584. But financial businesses are not under an obligation to keep documents indefinitely and given the age of the account I do not consider it unreasonable that it cannot supply the original document. In the circumstances, I do not consider that just because Cabot Financial has not been able to produce the original agreement it means that Mr F does not owe the debt. Neither do I consider it is reasonable to insist it must continue to look for a document that most likely no longer exists.

As I have not been persuaded by Mr F's responses to my provisional decision, it follows that I have reached the same conclusions for the same reasons as I did in it. I do not uphold the complaint.

my final decision

My final decision is that I do not uphold the complaint.

Joyce Gordon
ombudsman